

COLLECTIVE AGREEMENT

Between:

GUELPH GENERAL HOSPITAL, GUELPH
(hereinafter referred to as the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Expiry: March 31, 2025

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APPENDIX 3 – SALARY SCHEDULE

The hourly salary rates shall be as follows for the following job classifications:

Classification – Registered Nurse, Lactation Consultant, Transfusion Nurse, Discharge Planner, CV Pacemaker Clinic

Classification – Registered Nurse				
Step	Current April 1, 2022	April 1, 2023 New Grid	April 1, 2023 3.5%	April 1, 2024 3.0%
Start	\$35.52	\$36.65	\$37.93	\$39.07
1 Year	\$35.69	\$37.57	\$38.88	\$40.05
2 Years	\$36.28	\$38.51	\$39.86	\$41.06
3 Years	\$38.07	\$40.24	\$41.65	\$42.90
4 Years	\$39.87	\$42.05	\$43.52	\$44.83
5 Years	\$42.12	\$44.15	\$45.70	\$47.07
6 Years	\$44.39	\$46.36	\$47.98	\$49.42
7 Years	\$46.65	\$48.68	\$50.38	\$51.89
8 Years	\$50.85	\$52.53	\$54.37	\$56.00

Classification – Nurse Practitioner			
Step	Current April 1, 2022	April 1, 2023 3.5%	April 1, 2024 3.0%
Start	\$53.45	\$57.08	\$58.80
1 Year	\$56.05	\$61.06	\$62.90
2 Years	\$58.63	\$64.42	\$66.36
3 Years	\$61.27	\$67.03	\$69.04
4 Years	\$66.09	\$72.14	\$74.31

Classification – Resource RN				
Step	Current April 1, 2022	April 1, 2023 3.5%	July 20, 2023	April 1, 2024 3.0%
Start	\$37.85	\$40.42	\$41.93	\$43.07
1 Year	\$37.99	\$41.39	\$42.88	\$44.05
2 Years	\$38.59	\$42.40	\$43.86	\$45.06
3 Years	\$40.38	\$44.18	\$45.65	\$46.90
4 Years	\$42.16	\$46.02	\$47.52	\$48.83
5 Years	\$44.45	\$48.23	\$49.70	\$51.07
6 Years	\$46.69	\$50.47	\$51.98	\$53.42
7 Years	\$49.96	\$52.87	\$54.38	\$55.89
8 Years	\$53.15	\$56.83	\$58.37	\$60.00

Classification – Clinical Nurse Specialist			
Step	Current April 1, 2022	April 1, 2023 3.5%	April 1, 2024 3.0%
Start	\$48.04	\$51.30	\$52.84
1 Year	\$49.50	\$53.92	\$55.54
2 Years	\$51.45	\$56.53	\$58.23
3 Years	\$53.40	\$58.42	\$60.17
4 Years	\$57.33	\$62.58	\$64.46

Classification – Registered Nurse First Assistant			
Step	Current April 1, 2022	April 1, 2023 3.5%	April 1, 2024 3.0%
Start	\$45.09	\$48.15	\$49.60
1 Year	\$46.02	\$50.13	\$51.64
2 Years	\$47.38	\$52.06	\$53.63
3 Years	\$48.73	\$53.31	\$54.91
4 Years	\$50.12	\$54.71	\$56.36
5 Years	\$51.48	\$55.86	\$57.53
6 Years	\$52.84	\$57.11	\$58.82
7 Years	\$54.20	\$58.53	\$60.28
8 Years	\$56.94	\$60.88	\$62.71

**APPENDIX 4 – SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Applicable Clause from Collective Agreement
Central Award expiring September 30, 1980

5 Note

8.02 The Hospital shall remit to the Association, addresses, starting salaries and, where possible, work areas of newly employed nurses and the names of nurses who have terminated or who are on leaves of absence.

8.04 The Hospital will advise the Association of the addresses of new employees and will forward address changes as they are received by the Hospital.

Full-Time Only

10.04

13.06 (i) For nurses on staff as of October 23, 1981, seniority will be retained and accumulated:

(a) During active employment with the Hospital;

(b) While absent on paid sick leave;

(c) While in receipt of Temporary Workmen's Compensation benefits;

(d) While on approved leave of absence.

Part-Time Only

15.01 Note

15.07 Casual part-time nurses shall be entitled to time and one half (1 1/2) for working on a paid holiday as listed in Article F-1 of this Collective Agreement.

Full-Time Only

19.09

12.05 The Hospital will recognize for Assistant UNIT MANAGERS the successful completion of post graduate training on the following basis:

C.H.A. Course	\$15.00 per month
One Year University	\$40.00 per month
B. Sc. N.	\$80.00 per month
Masters Degree with emphasis on Nursing skills	\$120.00 per month

An educational bonus of \$15.00 will be paid to nurses who have completed a recognized post graduate course of six months or more provided they are employed in a capacity directly utilizing the preparation.

APPENDIX 5 – LOCAL ISSUES

ARTICLE A – RECOGNITION

- A-1 The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed by the Board of Commissioners of the Guelph General Hospital engaged in nursing care save and except Clinical Managers and persons above the rank of Clinical Manager.

ARTICLE B – MANAGEMENT RIGHTS

- B-1 The Association acknowledges that except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects, and, without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Hospital establishments, the services to be rendered, the methods, work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well being of the Hospital patients and the public;
- (c) To make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces provided that a claim of discriminatory retirement, classification, promotion, demotion, transfer, lay-off, recall, assignment to shifts, discipline or suspension, or a claim by a nurse that he or she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

- B-2 These rights shall be exercised in a manner consistent with the provisions of this agreement.

ARTICLE C – ASSOCIATION REPRESENTATION

- C-1 In reference to Article 6.02 (a), the Association will provide the Hospital in writing with the names of the Association representatives, the areas they represent and any changes to the representatives as they occur.

The Association will further provide the Hospital in writing with the names of the Association representatives who shall be called by the Hospital for any meetings related to:

- (a) Return to work and accommodation;
- (b) Where the Hospital in accordance with Article 7.02, may discipline a nurse; and
- (c) Grievances.

C-2 In reference to Article 6.02 (b), there shall be three (3) bargaining unit representatives on the Grievance Committee.

C-3 In reference to Article 6.03, there shall be four (4) bargaining unit representatives and an equal number of Hospital representatives on the Hospital Association Committee. The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under Article 6.03(e).

C-4 In reference to Article 6.04, there shall be six (6) bargaining unit representatives on the Negotiating Committee.

C-5 In reference to Article 6.05 (b), the Hospital agrees to recognize four (4) bargaining unit representatives as members of the Joint Health and Safety Committee. Up to two (2) of the representatives will be paid to attend the Joint Health and Safety Committee meetings.

C-6 In reference to Article 5.06, the interview of a newly hired nurse(s) will be scheduled during the nurses' two (2) week orientation program. The Hospital will schedule a minimum of one-half (1/2) hour during the nurse's orientation program for the Association to collectively meet with the nurse(s). Such schedule of time to be mutually agreed upon between the Hospital and the Association.

Prior to each nursing orientation program, the Hospital shall provide the Association with the nurses' name, classification, date of hire and assigned department for nurses scheduled to attend the orientation program.

If orientation does not take place within four (4) weeks of hiring, then the Association will be permitted to interview a newly hired nurse(s) during working hours.

C-7 In reference to Article 9.02, fifty percent (50%) of the membership of the Hospital's Professional Development Committee will be Registered Nurses who are members of the bargaining unit. Membership will also include the Bargaining Unit President or delegate.

C-8 A Scheduling Committee comprised of up to three (3) Union representatives including the Bargaining Unit President, and an equal number of Hospital

representatives shall be established. Unless otherwise mutually agreed between the Union committee members and the Hospital committee members, the Committee will meet quarterly. The Committee will act in an advisory capacity discussing scheduling issues/concerns and may make non-binding recommendations to their respective parties. Upon mutual agreement, the Committee may invite additional individuals to attend a committee meeting.

C-9 Upon written application by the Union to the Hospital, under the following conditions, the Bargaining Unit President will be granted a full-time leave of absence:

- (a) The purpose of the leave will be to conduct Union/Hospital business.
- (b) i) If the Bargaining Unit President's incumbent position is full-time, the Bargaining Unit President will:
 - Remain on the Hospital's payroll in order to maintain continuity of any applicable benefit plans and pension entitlements, and
 - Be paid by the Hospital her/his regular hourly rate for hours worked, and
 - Retain and accrue seniority and service as if she/he was a full-time nurse, and
 - Only be scheduled on the day shift.
- ii) If the Bargaining Unit President's incumbent position is regular part-time, during the leave of absence, the Bargaining Unit President will be considered as filing a temporary full-time position and for clarification purposes will:
 - Remain on the Hospital's payroll in order to maintain continuity of any pension entitlements and be paid her/his applicable percentage in lieu of fringe benefits, and
 - Be paid by the Hospital her/his regular hourly rate for hours worked, and
 - Retain and accrue seniority and service for hours worked, and
 - Only be scheduled on the day shift.
- (c) For audit purposes, the Director of Human Resources or designate will sign the Bargaining Unit President's time sheet.

- (d) On a monthly basis, the Hospital will bill the Union up to sixty (60) percent of the Bargaining Unit President's regular hourly rate for hours worked excluding vacation, bereavement, any paid sick time and any hours worked as per (e) below. The Union will reimburse the Hospital within a reasonable time period. It is understood that there will be no premium payment incurred by the Hospital.
- (e) During her/his leave, the Bargaining Unit President will maintain her/his incumbent position within her/his unit. In order to maintain her/his unit nursing skills, abilities, experience and qualifications, the Bargaining Unit President, upon request to her/his unit may occasionally be scheduled by the Hospital to work on her/his unit. In such cases she/he may be scheduled within the normal compliment of her/his unit and there shall be no resulting payment to any nurse as a result of the Bargaining Unit President working on her/his unit.
- (f) Upon completion of the Bargaining Unit President's leave of absence she/he shall return to her/his former incumbent position. If during the leave of absence, the Bargaining Unit President's incumbent position is eliminated, at the time that the position is eliminated, the Bargaining Unit President will participate in the layoff process as set out in the Collective Agreement.

C-10 The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE D – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

D-1 With reference to Article 11.02, there shall be leaves of absence not exceeding one hundred (100) working days in any one (1) year and not more than six (6) nurses shall be permitted to be absent at any one (1) time. Such six (6) nurses shall be from not less than three (3) nursing units. This includes full-time and part-time nurses. The Union will, if possible, notify the Employer in writing six (6) weeks in advance of the requested leave.

ARTICLE E – HOURS OF WORK – SCHEDULING

- E-1 When a new schedule is approved by the Hospital, work schedules will be allocated based on the nurses' seniority.
- E-2 The scheduling of meal periods and relief periods for each nurse shall be determined by her Supervisor.

E-3

7.5 Hour Normal Daily Tours

- (a) No nurse shall be scheduled to work more than seven (7) consecutive tours. In any pay period at least two (2) consecutive days off must be scheduled; the remaining two (2) days off may be split. In the event that a full-time nurse is scheduled to work more than seven (7) consecutive tours, she shall be paid premium payment in accordance with Article 14.03 for the eighth and subsequent consecutive tours.

Premiums shall not apply where the shift(s) has been worked by the nurse to satisfy specific days off requested by such nurse so long as the following conditions are met:

1. The request is made after the schedule has been posted.
 2. The request is initiated by the nurse.
 3. The shift the nurse requests to work is an available shift which has remained vacant after part time nurses have had the opportunity to pick up the shift up at straight time according to the call-in list.
- (b) If at least seventy-five percent (75%) of the nurses on a unit elect in writing, the Hospital will endeavour to schedule the nurses on that unit to work no more than four (4) consecutive night shifts.
- (c) When a nurse changes tours, not less than sixteen (16) hours will be scheduled between tours without consent. Split tours will not be scheduled without consent. In the event that a full-time or regular part-time nurse works with less than sixteen (16) hours between tours, she/he shall receive premium pay in accordance with Article 14.03 for the first changed tour worked.
- (d) A nurse rotating from nights to another tour shall be scheduled off for at least forty-eight (48) hours following the end of the night tour, except by mutual consent. Should the nurse work with less than forty-eight (48) hours off following the end of the night tour without mutual consent, she/he will be paid premium pay in accordance with Article 14.03 for the first tour worked only.

- (e) Full-time Only

Where a nurse rotates through all three (3) shifts, the Hospital shall schedule equal time on the day tour as on the other two (2) tours combined.

Part-time Only

The Hospital shall endeavour to schedule equal time on the day tour as on the other two (2) tours combined for nurses who normally rotate. A nurse other than a Casual nurse may not be required to

- change tours of duty more than once during a work week unless mutually agreed.
- E-4 (a) The Hospital will schedule one (1) weekend off in two (2), but if a nurse is required to work on the second or subsequent weekend, she shall be paid in accordance with Article 14.03 for such second and subsequent weekends worked. In order to receive any such premium payment, a nurse must work one (1) full tour/shift that is offered on a weekend as defined in (b) below. This premium shall not apply where by mutual agreement a casual nurse has agreed to work on the weekend.

Premiums shall not apply where the shift(s) has been worked by the nurse to satisfy specific days off requested by such nurse so long as the following conditions are met:

1. The request is made after the schedule has been posted.
 2. The request is initiated by the nurse.
 3. The shift the nurse requests to work is an available shift which has remained vacant after part time nurses have had the opportunity to pick up the shift up at straight time according to the call-in list.
- (b) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed.

The Hospital will endeavour to schedule full-time and regular part-time nurses to be off the Friday evening before their weekend off and not to return to work on the Sunday night of their weekend off.

E-5 A nurse may request to work:

- (a) Two shifts, either days and evenings or days and nights; if available; or
- (b) The afternoon or night shift on a permanent basis, if available.

Note: It is understood the above is applicable to seven and one half (7.5) hour tour exclusive schedules or to seven and one half (7.5) hour tours associated with Article E-9, extended tours and hybrid schedules.

E-6 These scheduling regulations and penalties may be waived between December 15th and January 10th so that a nurse, unless mutually agreed otherwise or with the exception referred to below, will receive a minimum of five (5) consecutive days off at either Christmas (December 24th, 25th and 26th) or New Year's (December 31st, and January 1st). Notwithstanding the above, scheduling regulations and penalties may be waived between December 15th and January 10th so that a nurse, unless mutually agreed otherwise, who regularly works Mondays to Fridays a normal daily tour of

seven and one-half (7.5) hours will receive a minimum of four (4) consecutive days off at either Christmas (December 24th, 25th and 26th) or New Year's (December 31st, and January 1st). In developing the Christmas/New Year's schedules, the Hospital will review prior years' schedules ensuring that there is an equitable distribution of Christmas and New Year's periods amongst the nurses from year to year. The Hospital will endeavour to schedule in such a way that no nurse will be required to work two consecutive Christmases or New Year's. The Hospital shall advise each nurse of these days six (6) weeks in advance. In the event that a nurse does not receive five (5) or four (4) consecutive days off as referred to above, the nurse shall be paid premium pay in accordance with Article 14.03 for only the first tour so affected.

On the first Tuesday of September of each year, the Hospital shall post a list requesting each nurse to indicate a preference for either Christmas or New Year's time off, as well as a preference for shift to work. This list shall be posted for fourteen (14) days. The Hospital will post a Christmas / New Year's schedule that is reasonable and equitable.

The scheduling committee will convene a meeting to review the holiday schedules, prior to the posting of the holiday schedules, two (2) weeks prior to the posting date of the Holiday schedule.

- E-7
- (a) Tour schedules and days off will be posted six (6) weeks in advance and cover a six (6) week period.
 - (b) Following the posting of the schedule as per E-7(a) above, requests for an exchange of tours by two nurses must be submitted according to the preferred scheduling practice on the unit (i.e. electronic or in writing) and co-signed or e-signed by a nurse willing to exchange tours of duty. It is understood that such change initiated by a nurse shall not result in premium payment, to any nurse, by the Hospital. Such requests will normally be submitted 72 hours in advance. Such exchange must be approved by the Hospital and such approval shall not be unreasonably withheld.
 - (c) The Hospital will ensure that once the schedule has been posted, and nurses are replacing their own requested time off, as per practice, they replace themselves in accordance with the Collective Agreement Part-time Article E-14 (c) and in accordance with the Letter of Understanding Offering Additional Shifts.
 - (d) A nurse may request a specific day(s) off, provided such request is in writing to the immediate supervisor two (2) weeks in advance of the posting of the schedule. Approval of such requests shall not be unreasonably denied.
 - (e) After the schedule is posted, any requests for switches between nurses will be submitted to the Manager. Such requests will be responded to within 3 business days or 4 business days where the

week includes a designated holiday, except where the requested time off is within 3 business days and then all attempts will be made to respond in the most timely fashion possible.

- (f) Where the offer of an additional tour (i.e. a normal daily tour or extended tour) will result in premium payment, then in order of seniority, the tour will be offered as follows:
 - i) Regular part-time nurses (including job-sharers)
 - ii) Casual Part time nurses
 - iii) Full-time nurses
 - iv) Nurses working under a special circumstance agreement
 - v) Weekend workers

- (g) All nurses shall be entitled to direct access to the following in relation to work schedules (electronic or otherwise);
 - i) The posted work schedule
 - ii) The Master schedules

In addition to the above, the Hospital agrees to cooperate with the Union by providing relevant information that is requested by the Union for the purpose of ensuring compliance with the collective agreement.

- E-8 (a) When it is necessary to close an area, and if nurses are being transferred elsewhere in the Hospital, an effort will be made to match the new rotation with existing one for each nurse; but scheduling will remain a right of the Hospital.

- (b) In accordance with Article 10.08, for a partial or single shift reassignment and subject to the nurse's area of assignment maintaining the appropriate skill mix to provide quality patient care and subject to the nurse being qualified to perform the available work in the area of reassignment, the manner in which the nurse will be reassigned from her/his area of assignment will be as follows:
 - i) Volunteers, if there is more than one (1) volunteer the senior nurse;
 - ii) If there are no volunteers, on a rotational basis starting with the most junior full-time, regular part-time or casual nurse.

It will be understood that in order to determine seniority, the current posted seniority list will be utilized. The Hospital will provide orientation to a nurse(s) and to the unit(s) that are normally affected by these reassignments.

Notwithstanding the above, a reassigned nurse may be reassigned to more than one (1) unit throughout a shift. If during a shift, a nurse

returns to her/his area of assignment, she/he will be the first to be reassigned subject to the conditions referred to in the first paragraph of E-8(b).

It will be further understood that:

- a) Each unit will develop a method of documenting reassignments, and
- b) A nurse who is mentoring, involved in orientation, or is assigned as a Charge or Resource Nurse will not be reassigned.
- c) A nurse will not be reassigned during their orientation to the unit.

- E-9
- (a) Extended Tours and Hybrid Schedules (combination of 7.5 hour and 11.25 hour tours) shall be introduced into any unit when:
 - i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; and
 - ii) The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - iii) The secret ballot referred to in E-9 (a) (i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
 - iv) Extended tours introduced on any unit must continue for a minimum of six (6) months before another vote is taken.
 - (b) Extended Tours and Hybrid Schedules (combination of 7.5 hour and 11.25 hour tours) may be discontinued in any unit when:
 - i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot: or
 - ii) The Hospital because of,
 - A) Adverse effect on patient care, or
 - B) Inability to provide a workable staffing schedule,
 - C) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

States its intention to discontinue the compressed work week in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) Where it is determined that the compressed work week (extended tours) will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) A nurse shall not be required to work more than three (3) consecutive days without days off. If a nurse is required to work more than three (3) consecutive days, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement, for every consecutive day worked following the third (3rd) consecutive day worked.

Premiums shall not apply where the shift(s) has been worked by the nurse to satisfy specific days off requested by such nurse so long as the following conditions are met:

1. The request is made after the schedule has been posted.
 2. The request is initiated by the nurse.
 3. The shift the nurse requests to work is an available shift which has remained vacant after part time nurses have had the opportunity to pick up the shift up at straight time according to the call-in list.
- (e) There shall be a minimum of twelve (12) hours scheduled off between tours of duty and at least forty-eight (48) hours off following the end of the night tour, except by mutual consent. Should the nurse work with less than twelve (12) hours off between tours or less than forty-eight (48) hours off following the end of the night tour, without mutual consent, she/he will be paid premium payment in accordance with Article 14.03 of the Collective Agreement for the first tour worked only.
- (f) A nurse may request to work night shift on a permanent basis. Consideration will be given by the Hospital to grant such request. A nurse who works permanent night shift, may be scheduled to work up to two (2) day shifts in a twelve (12) week period for reason(s) including but not limited to; in-service training, department meetings and evaluation. Notwithstanding the above, with the mutual agreement of the Hospital and the nurse, a nurse may be scheduled to work additional day shift(s).
If a nurse leaves a permanent night shift arrangement for any reason, the permanent night shift rotation will be reverted to a normal shift

rotation and such reversion will not constitute an elimination of position.

The Hospital or the nurse may discontinue the permanent night shift arrangement with sixty (60) calendar day's written notice. Permanent night shift arrangements will not be unreasonably discontinued.

E-10 Innovative Extended Two Day / Two Night Tour Schedule (2D2N)

The Hospital and Union agree that with respect to Article 13.03 of the Collective Agreement, an innovative extended two-day / two-night tour schedule, herein referred to as 2D2N, may be trialed up to thirty-six (36) weeks then implemented within a unit as follows:

- (a) A 2D2N schedule will be trialed in a unit where
 - i) The Director of the unit agrees, and
 - ii) Where full-time nurses have expressed an interest to participate, and such participation will be on the basis of seniority.

The Director will determine the number of full-time positions to be scheduled for the 2D2N trial.

- (b) Following the trial, if the Director agrees to implement a 2D2N on the unit, the Director will determine the number of full-time positions to be scheduled. In order of seniority, full-time nurses who had participated in the trial will be scheduled to the 2D2N up to the number of available positions. If there are any remaining positions, in order of seniority, any remaining full-time nurses who had expressed an interest, will be scheduled up to the number of available positions. It will be understood that the 2D2N will not be implemented unless the number of full-time nurses is equal to or greater than the number of available positions.
- (c) With the exceptions of Articles E-2, 10, 11, 12, 15, 17, 20, 21, 22 and 23: Article E and Article F-4 of the Collective Agreement will not be applicable to a 2D2N.

In addition to the above, the following provisions will be applicable to the 2D2N.

- i) A nurse shall not be required to work more than four (4) consecutive extended tours. If a nurse is required to work more than four (4) consecutive extended tours, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for the fifth (5th) and subsequent consecutive extended tour worked.

Premiums shall not apply where the shift(s) has been worked by the nurse to satisfy specific days off requested by such nurse so long as the following conditions are met:

1. The request is made after the schedule has been posted.
 2. The request is initiated by the nurse.
 3. The shift the nurse requests to work is an available shift which has remained vacant after part time nurses have had the opportunity to pick up the shift up at straight time according to the call-in list.
- ii) A nurse shall be scheduled a minimum of six (6) weekends off in an eighteen (18) week cycle. A weekend off shall consist of five (5) consecutive days inclusive of a Friday. If a nurse is required to work more than twelve (12) weekends in an eighteen (18) week cycle, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for all hours worked on any additional weekend. For purposes of such premium payment, a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed.

Premiums shall not apply where the shift(s) has been worked by the nurse to satisfy specific days off requested by such nurse so long as the following conditions are met:

1. The request is made after the schedule has been posted.
 2. The request is initiated by the nurse.
 3. The shift the nurse requests to work is an available shift which has remained vacant after part time nurses have had the opportunity to pick up the shift up at straight time according to the call-in list.
- iii) The 2D2N will not affect schedules of other nurses on the unit in such a way as to cause a scheduling violation under the provisions of the Collective Agreement.
- iv) A nurse scheduled to a 2D2N will be scheduled additional hours if such nurse's normal work schedule over a calendar year would not provide opportunity to work one thousand nine hundred and fifty (1950) hours. At the nurse's request, on or before August 1st as referred to in the paragraph below, accumulated lieu bank hours referred to in Article E-13, may be scheduled as additional hours. It is understood that such additional hours scheduled shall be paid at the nurse's regular straight time hourly rate, not used for purposes of any premium payments and not be construed as a guarantee of hours of work.

For purposes of tracking the one thousand nine hundred and fifty (1950) hours, the Director of the unit will provide a nurse with a tracking sheet. The tracking sheet will be used by the nurse to track Healthcare of Ontario Pension Plan (HOOPP) pensionable earnings. If a nurse requires additional hours towards her/his pensionable earnings, the nurse will approach her/his Director on or before August 1st to be scheduled to work such hours as referred to above.

- (d)
 - i) If at any time a nurse scheduled to a 2D2N leaves the unit for a reason such as a permanent transfer, retirement or termination of employment, the resulting permanent vacancy, if required, will be posted in accordance with the Collective Agreement. Prior to the vacancy being posted, in order of seniority, a full-time nurse in the unit who expresses an interest, will be scheduled to the vacant 2D2N schedule. If the vacancy is not posted, or if there is no successful candidate to fill the posted vacancy, the Director of the unit and the Union will meet to discuss a potential solution. If no mutually agreed to solution is determined, the Hospital has the right to discontinue the 2D2N within the unit.
 - ii) If at any time a nurse scheduled to a 2D2N is unable to continue to be scheduled to a 2D2N for a reason such as medical, family emergency and so on, the nurse will promptly bring such to the attention of the Director of the unit and the Union. The Director, Union and nurse will then meet to discuss the nurse's withdrawal from the 2D2N and a potential solution. If no mutually agreed to solution is determined, the Hospital has the right to discontinue the 2D2N within the unit.
- (e) Notwithstanding paragraph (d) above, the Hospital may discontinue a 2D2N on a unit because of:
 - i) Adverse effect on patient care, or
 - ii) Inability to provide a workable staffing schedule, or
 - iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

Prior to discontinuing a 2D2N on a unit, the Hospital will meet with the Union to discuss the reason(s) for such.

E-11

(a) Operating Room and PACU

- i) Scheduled standby assignments will be distributed equitably amongst the nurses in a department utilizing standby, with the option to exchange.

- ii) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- iii) Nurses who wish to utilize lieu time following standby duty will not be unreasonably denied.
- iv) A nurse will not be scheduled for standby on her/his day off unless otherwise agreed to by the nurse.
- v) Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed. In consultation with the Bargaining Unit President and unit scheduler, a process will be established for the reassignment of standby assignments on a fair and equitable basis.
- vi) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- vii) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the day shift unless she/he does so by mutual agreement between the nurse and the Hospital.
- viii) A nurse shall not be scheduled to standby more frequently than fifty-seven point nine (57.9) hours in a six (6) week period referred to in Article E-7 (a) and a nurse shall not be scheduled standby for more than three (3) consecutive calendar days.

Notwithstanding the above, with the mutual agreement of the Hospital and a nurse, said nurse may be scheduled more than fifty-seven point nine (57.9) hours in the six (6) week period referred to above and/or more than three (3) consecutive calendar days.

- ix) The Hospital shall schedule such that no Operating Room Nurse shall be required to undertake standby for longer than twelve (12) consecutive hours. Standby following an evening shift will not exceed eight and one-quarter (8.25) hours for the Operating Room.
 - x) The Hospital will continue to provide forty-eight (48) hours between the completion of the nurse's last night on call and the next scheduled day shift.
 - xi) The Hospital will make available sleep/rest areas for nurses scheduled for standby.
- (b) The Hospital will notify the Bargaining Unit President or designate prior to initiating a new and ongoing standby assignment(s).

E-12

Combination of 7.5 Hours and 9.375 Hour Tours

- (a) Extended Ten (10) Hour Tour and Hybrid Schedules (combination of 7.5 hour and 9.375 hour tours) shall be introduced into any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; and
 - ii) The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - iii) The secret ballot referred to in E-16 (a) (i) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
 - iv) Extended tours introduced on any unit must continue for a minimum of six (6) months before another vote is taken.
- (b) Extended Ten-Hour Tour and Hybrid Schedules (combination of 7.5 hour and 9.375 hour tours) may be discontinued in any unit when:
- i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot: or
 - ii) The Hospital because of,
 - A) Adverse effect on patient care, or
 - B) Inability to provide a workable staffing schedule, or
 - C) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

States its intention to discontinue the compressed work in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) Where it is determined that the compressed work week (extended ten (10) hour tours) will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) A nurse shall not be required to work consecutive tours totaling more than thirty-seven and one half (37.5) hours without days off. If a

nurse is required to work consecutive tours totaling more than thirty-seven and one half (37.5) hours, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for every consecutive hour worked in excess of thirty-seven and one half (37.5) consecutive hours.

Premiums shall not apply where the shift(s) has been worked by the nurse to satisfy specific days off requested by such nurse so long as the following conditions are met:

1. The request is made after the schedule has been posted.
 2. The request is initiated by the nurse.
 3. The shift the nurse requests to work is an available shift which has remained vacant after part time nurses have had the opportunity to pick up the shift up at straight time according to the call-in list.
- (e) There shall be a minimum of twelve (12) hours scheduled off between tours of duty and at least forty-eight (48) hours off following the end of the night tour, except by mutual consent. Should the nurse work with less than twelve (12) hours off between tours or less than forty-eight (48) hours off following the end of the night tour, without mutual consent, she/he will be paid premium payment in accordance with Article 14.03 of the Collective Agreement for the first tour worked only.

E-13

Hours of Work – Scheduling (Lieu Time)

- (a) In reference to Article 14.09, a full-time or part-time nurse, in minimum increments of one-half (.5) hour, may accumulate in her/his lieu bank up to seventy-five (75) hours equivalent time off.
- (b) Equivalent time off will include those hours where a nurse has worked and accumulated approved hours for which she/he is entitled to be paid premium pay including overtime, call back and scheduling violations.
- (c) The scheduling of any equivalent time off will be mutually agreed to between the nurse and her/his Manager. If more than one (1) nurse requests equivalent time off be scheduled at the same time, seniority shall be the deciding factor in the scheduling of equivalent time off.
- (d) If a nurse's lieu bank reaches seventy-five (75) hours, then any additional hours worked at premium rates will be paid at the applicable premium rate.

Notwithstanding the above, it will be understood that, at any time, a nurse may request all or part of her/his lieu bank be paid out.

- (e) In December of each year, the Hospital's Payroll Department will send a notice to nurses suggesting that any nurse with lieu bank hours consider having their lieu bank hours paid out prior to the end of the

calendar (taxation) year. The letter shall be copied to the Bargaining Unit President.

- (f) The Hospital will pay out to each nurse any lieu bank hours in excess of thirty seven and a half (37.5) on the last pay deposit date in March.

E-14

Regular Part-time Scheduling

- (a) In reference to Article 2.05, a regular part-time nurse will be committed to:
- i) Work a minimum of ten (10) tours in a four (4) week rotation when working a normal daily seven and one-half (7.5) hour tour schedule, or ten (10) tours in a six (6) week rotation when working an extended eleven and one-quarter (11.25) hour tour schedule,
- or
- Work a minimum of four (4) tours in a four (4) week rotation when working a normal daily seven and one-half (7.5) hour tour schedule, or four (4) tours in a six (6) week rotation when working an extended eleven and one quarter (11.25) hour tour schedule, and
- ii) Be available to work the Christmas or New Year's period as referred to in Article E-6, and
 - iii) In addition to (ii) above, be available to work at least four (4) weekends that include a paid holiday, and
 - iv) Be available to work at least one (1) weekend in two (2).

NOTE: The intent of (a) (iv) above is that the schedule, referred to in Article E-7 (a), will not normally schedule more than fifty percent (50%) of the committed tours on the weekend, except by mutual consent between the Nurse and the Director.

- (b) In reference to the schedule referred to in Article E-7 (a), all regular part-time nurses in a department shall be scheduled by seniority up to their commitment, referred to in (a) above. For purposes of this Article E-14 a job sharer, referred to in Article I shall be deemed a regular part-time nurse scheduled up to her/his commitment. Subject to (e) below, if all regular part-time nurses in a department have been scheduled up to their commitment and there remain shifts available to be scheduled within a department, regular part-time nurses in the department shall be scheduled on an equitable basis to said shifts provided no overtime or premium payments would result. In addition, provided no overtime or premium payments would result, a casual part-time nurse may be scheduled to fill any shifts that would otherwise have resulted in an overtime or premium payment to a regular part-time nurse.

- (c) Following the schedule being posted in accordance with Article E-7 (a) when regular part-time nurses have been given opportunity to work up to their commitment, referred to in (a) above, the Hospital will offer additional shifts to regular part-time nurses in a department on the basis of seniority (utilizing the most recent seniority list provided by the Human Resources Department) prior to offering hours to casual part-time nurses and subject to the following:
- i) Part-time nurses who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital which will include that:
 - Part-time nurses indicate their availability at least two (2) weeks in advance.
 - Any change in a part-time nurse's availability must be initialled by the part-time nurse, ink only.
 - It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the employee's right to premium payment that may be applicable.
 - ii) A shift will be deemed to be offered whenever a call is placed and documented as such. It will be understood that in placing a call for a shift that is further than forty-eight (48) hours in advance, a part-time nurse will have until 10:00 hours the following day to confirm acceptance. Acceptance of a shift must be personally confirmed by the nurse.
 - iii) It is understood that the Hospital will not be required to offer a shift which would result in overtime or premium pay.
 - iv) When a part-time nurse accepts an additional shift, she/he must report for the shift unless arrangements satisfactory to the Hospital are made.
 - v) If there is no nurse available in a department to work a shift at other than overtime or premium pay, a nurse from another department may be scheduled provided said nurse is available and no overtime or premium pay would result. It is understood that a nurse must report to her/his department that she/he has worked a shift in another department.
- (d) In reference to the posted schedule referred to in Article E-7 (a) that consists of three (3) or less regular part-time nurses, Article E-14 (b) shall not apply and the regular part-time nurses shall be scheduled on a fair and equitable basis.

- (e) By September 1st of each year a regular part-time nurse may request in writing to her/his Director to change her/his commitment as referred to in (a) (i) above and or request not to be scheduled beyond her/his commitment. Approval by the Director will be subject to a number of factors, including seniority and operational considerations. A request will not be unreasonably denied. An approved request would be effective upon the first (1st) date scheduled on the posted Article E-7 (a) department schedule for the coming calendar year.

Notwithstanding the above, due to extenuating circumstances a regular part-time nurse may, during the calendar year, request in writing to her/his Director to change her/his commitment as referred to in (a) (i) above and or request not to be scheduled beyond her/his commitment. Such request will be subject to approval by the Director.

E-15 Copies of any new and/or changed Master Schedules will be forwarded to the Union President and the scheduling representative prior to the implementation of same. The Hospital will not post a schedule that in any way violates the Collective Agreement unless the Schedule is delineated as an “Innovative Schedule” and accompanied by a Letter of Understanding.

E-16 Tours of Less Than 7.5 Hours

Where a part time nurse is scheduled to work less than a normal tour (7.5 hours), Article E in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven point five (7.5) hours to a reasonable level.
- (b) No regular part time nurse will be scheduled solely on tours which are comprised of less than seven point five (7.5) hours in any pay period, except where such arrangements are requested by the employee.
- (c) On the posted schedule referred to in Article E-7 (a), provided no overtime or premium payments would result, tours of less than seven and one half (7.5) hours shall be scheduled on a fair and equitable basis among the regular part-time nurses. It will be understood for purposes of E-14 (b), tours of less than seven and one half (7.5) hours will not be applicable.

E-17 Hours of Work – Scheduling (Nurse Scheduling)

Where a nurse is assigned by her/his Manager to prepare a schedule, the Manager will endeavour to provide the nurse time during the nurse’s normal working hours to prepare the schedule. If the Manager requests and the nurse agrees to prepare a schedule outside of the nurse’s normal working hours, the nurse will be paid her/his regular straight time hourly rate for such hours spent preparing the schedule with the understanding that said hours will not be considered as time worked when determining premium or

overtime payments. It will be understood that prior to posting, the Manger will approve the schedule.

E-18 Hours of Work – Scheduling (Shift Premium)

For purposes of Article 14.10, the evening shift shall be defined as hours worked between 15:15 hours and 23:15 hours, the night shift shall be defined as hours worked between 23:15 hours and 07:15 hours.

E-19 Hours of Work – Scheduling (Weekend Premium)

For purposes of Article 14.15, the weekend premium will be paid for each hour worked between 24:00 hours Friday and 24:00 hours Sunday.

ARTICLE F – PAID HOLIDAYS

F-1 With reference to Article 15.01 the following shall be recognized as paid holidays:

New Year's Day (Jan. 1)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2 nd Monday in November
Victoria Day	Christmas Day (Dec. 25)
Canada Day (July 1 st)	Boxing Day (Dec. 26)

F-2 In reference to Article 15.05 and 15.08, a paid holiday shall commence at 24:00 hours on the calendar day prior to the paid holiday and end at 24:00 hours on the actual calendar day of the paid holiday.

F-3 (a) If on the posted schedule referred to in Article E-7 (a), a nurse is scheduled to work on a weekend immediately prior to a paid holiday that falls on a Monday and a shift is available to be worked on such paid holiday, the nurse will be scheduled to work on the paid holiday provided, with the exception of holiday pay, no overtime or premium payments would result. It will be understood any hours worked on the paid holiday will not be considered as worked for purposes of any further overtime or premium payments.

(b) If on the posted schedule referred to in Article E-7 (a), a nurse is not scheduled to work on a weekend immediately prior to a paid holiday that falls on a Monday, the nurse will be scheduled off on the paid holiday. It will be understood this article will not apply to the night shift of the paid holiday and the two day / two night schedule.

F-4 Full-time Only

With reference to Article 15, lieu days off shall be taken on a day arranged between the nurse and the Hospital within sixty (60) calendar days before or after the date on which the holiday was observed. Such days off shall be

scheduled where possible with a weekend off or at some other time by mutual agreement of the nurse and the Hospital.

ARTICLE G – VACATIONS

- G-1 With reference to Article 16 for the purpose of calculating vacations and eligibility, the fiscal year shall be from April 1st in any year to March 31st in the following year.
- G-2 Vacation requests for the fiscal year will be submitted by March 1st, approved and granted on the basis of seniority. Following March 1st, any vacation requests will be granted on a first come first serve basis.
- G-3 All vacation requests must be submitted to the Director in writing and approved by the Director. It is understood that the Director must ensure reasonable responsible coverage of the unit and will not unreasonably deny any vacation request.
- G-4 Approved vacation requests will be posted by May 1st each year.
- G-5 All changes to vacation requests must be submitted in writing to the Director or her/his designate for approval. The Director will respond to these requests within a two (2) week time frame. Such requests will not be unreasonably denied.
- G-6 Every effort will be made to grant vacation entitlement on successive weeks; however, it is agreed and understood that where the level of patient care may be adversely affected, it may not be possible to grant the fourth week consecutively.
- G-7 A nurse may request vacation as a single day or combination of days for any day(s) of the week. Such requests shall not be unreasonable denied, it being understood that the nurse must submit such request in writing to her immediate supervisor two (2) weeks in advance of the posting of the schedule.
- G-8 Vacations will be scheduled at such time of the year as is found most suitable considering the wishes of both the nurses and the Hospital. However, they will be scheduled in such a manner as to provide a fair distribution of the number of people who are absent due to vacations. In special circumstances vacations may be scheduled over Christmas week. Employees with greater seniority will have first choice of dates provided that they indicate their preference before March 1st.
- G-9 The Hospital shall provide one weekend off and shall endeavour to provide two weekends off in conjunction with any vacation period of at least five (5) days.
- G-10 Vacations will normally be taken in the period April 1st to March 31st.

- G-11 Prime time vacation is defined as June 15th to September 15th and will be scheduled as follows:
- (a) Prime time vacation schedules will be done by a unit scheduling committee which will include, but not be limited to; the floor rep, one (1) other member who may or may not be the scheduler and the Director. They will devise a schedule that is fair and equitable with input from all ONA members on that unit.
 - (b) Prime time vacation requests will be approved in up to two (2) week blocks. A two (2) week block is understood to mean one (1) – two (2) week block of absence, fourteen (14) consecutive days including scheduled vacation, or two (2) – one (1) week blocks of absence, a one (1) week block being seven (7) consecutive days including scheduled vacation. If the operational requirements of the Unit are able to accommodate, requests for a weekend off during Prime Time, will be considered a one (1) week block. The Hospital will not unreasonably deny extension under special or extenuating circumstances.

G-12 Part-time Only

Part time nurses will receive their vacation pay, bi-weekly.

ARTICLE H – GENERAL

- H-1 The employer agrees that nurses who attend any hospital committee meetings will receive payment at straight time.
- H-2 Nurses will be paid bi-weekly.
- H-3 The Hospital shall supply the Association, and post, an up-to-date seniority list within reasonable time following the last pay date in June and December of each calendar year.
- H-4 The Hospital shall provide four (4) bulletin boards for the use of the Association in posting notices of the Association to its members and other general information pertaining to Nursing. Notices of meetings and ONA notices can be posted in conference rooms in each unit. Such notices must have the approval of the Executive Director or his appointee and be signed by the President of the Association before posting. Approval will not be unreasonable withheld.
- H-5 In accordance with Article 11.11 (c) the number of nurses who may be absent at any one time shall be not more than one per unit.
- H-6 The Employer shall reimburse the nurse within twenty-four (24) hours, from the time the Unit Manager or designate confirms with payroll staff an error or omission caused by the Employer on her paycheck, when the amount

exceeds one (1) tour or more. A tour for this purpose equals 4 hours; 7.5 hours; and 11.25 hours.

H-7 The Employer shall provide each terminating employee with a letter stating her total hours worked and area of work, upon request.

H-8 WSIB SURCHARGE REBATE INFORMATION

Within a reasonable timeframe following receipt of the information with respect to the NEER surcharge or rebate, the hospital shall provide the Joint Health & Safety Committee with the amount of rebate/surcharge and where the Hospital has allocated the monies where applicable.

H-9 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful interviewed candidate for an ONA job posting will be notified within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the ONA Bargaining Unit President will be advised of who receives the above notice by e-mail.

H-10 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01 (h) will provide advance payment of the benefits premium(s) through the pre-authorized debit (PAD) process on a yearly basis.

It is understood that any transaction would be dated the first of each and every month. The Employer will notify the Union of the benefit costs to retired nurses each time the benefits costs are renegotiated by the Employer.

H-11 Part Time Benefits

The Employer will establish a separate benefit plan for Regular Part Time nurses, to include Semi-private, Extended Health Coverage and Dental Plan. The level of benefits will include slight variations from the Full Time plan. The cost and variations will be discussed with the nurse and this information will be forwarded to the Local BUP. Payment will be through payroll deductions.

H-12 Paid Professional Leave Days

Each nurse shall be entitled to apply for professional development leave in a calendar year. The nurse shall provide the hospital with as much notice as is practical to ensure that replacement staff are provided.

The nurse shall be advised, prior to taking any professional development days of any transportation, wage replacement, registration fees, subsistence and other expenses that will be paid by the Employer.

ARTICLE I – JOB SHARING

Pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:

- I-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- I-2 With respect to the posted schedule referred to in E-7 (a), the total tours scheduled for the job sharers shall equal one (1) full-time position. The division of these tours on the schedule shall be determined by mutual agreement between the two (2) nurses. If no mutual agreement is reached between the two (2) nurses, the Director will determine the division of tours.
- I-3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- I-4 Each job sharer may exchange tours with her partner. She may exchange with other nurses only on scheduled tours off for the full time line.
- I-5 Job share partners may request in writing, to the Director or designate to split a tour that has been scheduled to their job sharing line. The job share partner's written request will be dated, submitted to the Director or designate at least fourteen (14) days prior to the split tour's date, inclusive of the date of the written request and include the split tour's date, tour, hours to be worked by each job share partner and the reason(s) for the request. The Director or designate will respond to the job share partners' written request in writing no later than seven (7) calendar days inclusive of the date of the written request. Such requests will not be unreasonably denied. If there is no response received within seven (7) days, it will be understood that the Director will be deemed to have approved the request. It would be understood that any split tours scheduled and or worked by the job share partners will not be considered as hours scheduled or hours worked for purposes of any overtime or premium payments.
- I-6 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- I-7 Coverage
 - (a) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner

in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and this would not result in premium payment.

- (b) Vacation, Maternity leave and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's tours for the duration of the absence.

I-8

Implementation

- (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) Any incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) Where two (2) full time nurses on one unit wish to job share one (1) position, neither half will be posted, providing this would create one (1) full time position to be posted and filled according to the collective agreement.
- (d) If one of the job sharers leaves the arrangement her/his position will be posted. If there is no successful applicant the following applies:

If the remaining employee was previously full-time, she/he may elect to return to her/his full time status or she/he may elect to remain regular part-time. If there is no regular part time position available on the same unit, she or he shall exercise her/his layoff bumping rights to obtain a part time position and the shared position would then be posted as a full-time position.

If the remaining employee was previously part-time, she or he will return to her former status. If there is no part time position available on the same unit, she or he shall exercise her/his layoff bumping rights to obtain a part time position. The shared position would then revert to a full time position and be posted according to the collective agreement.

I-9 Discontinuation

Either party may discontinue an individual job-sharing arrangement with sixty (60) calendar days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE J – HEALTH AND SAFETY

J-1 The Hospital agrees to supply the Union and the nurse, upon request, with a copy of the Workplace Safety Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to being sent to the Board. The Union shall be given opportunity to meet with the Hospital to discuss and amend any errors or omissions found in the Form 7.

J-2 Early and Safe Return to Work

- (a) The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of a disabled nurse with respect to reasonably accommodating without undue hardship her/his early and safe return to work in accordance with the parties' responsibilities under the law. To that end, the Hospital and the Union agree that ongoing and timely communications by all participants, including the nurse, is essential to the success of the process.
- (b) The Union will designate and notify the Hospital in writing of a Union return to work representative. The return to work representative will actively participate in the process with respect to the early and safe return to work of the nurses.
- (c) By the fifteenth (15th) of each month, the Hospital will provide the Union's return to work representative with a list that includes:
 - i) The names and last day worked of those nurses absent from work because of disability and who are in receipt of Workplace Safety Insurance Board benefits.
 - ii) The names and last day worked of those nurses absent from work because of disability and who are in receipt of long term disability benefits.
 - iii) The names of nurses currently participating on a temporary return to work program.
 - iv) The names of nurses permanently accommodated.

- (d) Employee Health Services will have a monthly meeting with the ONA Bargaining Unit President or delegate.
- (e) Prior to a nurse returning to work on a temporary return to work program or a nurse being permanently accommodated, the Hospital will meet with a committee consisting of, the nurse, the Union's return to work representative, the nurse's Manager, a Hospital Occupational health representative and others if required, to discuss and implement the nurse's temporary return to work program or the nurse's permanent accommodation.

ARTICLE K – VIOLENCE IN THE WORKPLACE

- K-1 The Hospital agrees that no form of workplace violence or workplace harassment as defined under the *Ontario Occupational Health and Safety Act* will be condoned in the workplace. A nurse, who believes she/he has experienced workplace violence or workplace harassment, shall report such in accordance with the appropriate hospital policy (i.e. Respectful Workplace and Violence Prevention Framework Policy). The Employer is committed to abiding by and adhering to its obligations under the *Ontario Occupational Health and Safety Act*.
- K-2 The Hospital agrees that, where there is a risk of violence, it will endeavour to ensure that there is an adequate level of employees present.
- K-3 At the time of hire, the hospital will provide a nurse with information and instruction of the contents of the hospital's workplace violence policy (Respectful Workplace and Violence Prevention Framework Policy), which includes domestic violence related to the workplace. Furthermore, the nurse shall complete during working hours, any on-line training provided by the hospital with respect to violence in the workplace.
- K-4 On a timely basis, the hospital in consultation with the Joint Health and Safety Committee will review and if appropriate, revise violence in the workplace policies, procedures, practices and training.
- K-5 The hospital will advise the Joint Health and Safety Committee and the bargaining unit of the results of workplace violence assessments.
- K-6 If a nurse is involved in an incident of workplace violence, the hospital, in writing, will notify the Bargaining Unit President or designate within forty-eight (48) hours of such incident, or as soon as reasonably possible.
- K-7 The hospital will reimburse a nurse for damages incurred to a nurse's personal property as a result of being assaulted while performing her/his work. The nurse will as soon as reasonably possible present any claim for reimbursement to the hospital.

K-8 The hospital and the union recognize that where preventative measures have failed to prevent violent incidents, counseling and support will be provided through the hospital's Employee Assistance Program.

ARTICLE L – INTERNET, OFFICE, EMAIL ACCESS

L-1 If requested, the hospital agrees to provide the Bargaining Unit President with:

- (a) Computer access and access to email, and
- (b) If available, locked office space and space for a locked file cabinet, and
- (c) Voicemail

It will be understood, use of email will be in accordance with hospital policy.

DATED AT Guelph, Ontario THIS 26th day of October, 2023.

FOR THE HOSPITAL:

Geoff Wood

Alison Adamson

Jennifer Murphy-Novak

Leanne Proveau

FOR THE UNION:

Kathi Wilkins
Labour Relations Officer

Jennifer Dorling
Bargaining Unit President

Maggie Jarvis

Donna Kovach

Elaine McClement - Smith

LETTERS OF UNDERSTANDING

Letter of Understanding

Re: Parking

- (a) Prior to any changes in parking rates, proposed changes will be discussed at the Hospital-Association Committee meeting. In the event the Hospital changes rates, the Association has the right to grieve.
 - (b) The Hospital agrees to maintain its current practice of providing parking permits to those departments who have a nurse(s) on stand-by after their scheduled 3-11 shift. The permits enable a nurse(s) to access the reserved physician spaces, if available. The Hospital and the Association reserve the right to re-open discussions related to this practice should that become necessary.
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Letter of Understanding

Re: Unit Weekend Schedule

The parties hereby agree to the following provisions regarding the implementation of a Unit weekend schedule:

1. Introduction

The implementation of a Unit weekend schedule will be in accordance with Article 13.04 of the Collective Agreement, whereby a full-time Registered Nurse works an average of thirty (30) hours per week and is paid for thirty-seven and a half (37.50) hours per week at her or his regular straight time hourly rate.

To be considered for a Unit weekend schedule, the Registered Nurse will submit a request in writing to her or his Unit Manager. The weekend schedule will be a temporary arrangement for a minimum period of eight months, up to a maximum period of one year in duration with the possibility of renewal. The hospital and the union will meet to discuss the weekend schedule. If the parties reach agreement, and the Unit master schedule would not be affected, then the weekend schedule will be implemented.

If the Unit master schedule would be affected by the introduction of the weekend schedule, then the Registered Nurses on the Unit will vote by secret ballot (the vote will be conducted solely by the union, and the union will post the results). If eighty (80%) of the voting nurses indicate their willingness to have the Unit master schedule adjusted to accommodate the weekend worker, then the weekend schedule will be implemented.

2. Scheduling

A Unit weekend schedule will consist of an average of thirty (30) hours per week, and must include two (2) 11.25 hour shifts scheduled each weekend, in accordance with Article 13.04 of the Collective Agreement and Article E-4 (b) of

the Appendix of Local provisions. The remaining 7.50 hour shift per week will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

A Unit weekend schedule may also be averaged over a six (6) week period, in which case there would be four (4) 11.25 hour shifts remaining to be scheduled over the six (6) weeks. Accordingly, the remaining four (4) 11.25 hour shifts will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

Unit weekend workers will not be scheduled to work during the week, nor will they normally be called in to cover a shift during the week. However, under exceptional circumstances when patient care would otherwise be compromised, a Unit weekend worker may work during the week, but only after all other options have been exhausted including offering premium to all Registered Nurses eligible for premium pay, and able to do the work.

3. Health Benefits

Benefit coverage for Unit weekend workers including Life Insurance, A D & D, Extended Health, Dental and Semi-Private remains unchanged.

4. Sick Pay Benefits

Sick pay benefits will be in accordance with Article 13.04 (d).

5. Weekend & Shift Premiums and Consecutive Weekend Language

Weekend and shift premiums shall not be paid. Unit weekend workers are not eligible for premium payment for consecutive weekends worked, as described in the scheduling provisions of the Local Appendix, Article E-4 (a).

6. Christmas Period

A Unit weekend worker may be scheduled to work over Christmas or New Year's. The number of weekly hours normally scheduled for the weekend worker will be maintained. The nurse and the union will meet with the Unit Manager to discuss the Christmas rotation, and an agreement will be reached which meets the needs of both the Unit and the weekend worker.

7. Discontinuation

The parties agree to meet again prior to the end of the temporary Unit weekend schedule arrangement, to discuss either renewing the agreement for a further period of up to one year, or discontinuing the arrangement.

Either party may discontinue a Unit weekend worker's schedule at any time, with sixty (60) days written notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the reasons for discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary. In the event that

a Unit weekend worker's schedule is discontinued, the Registered Nurse will revert back to her or his previous schedule.

Letter of Understanding
Re: Registered Nurse First Assist (RNFA) Self – Scheduling

Due to the unique staffing requirements and duties of the RNFA's at the Hospital, the parties agree on the following scheduling practices:

- a) Each RNFA shall submit a schedule in accordance with Article E-7.
- b) The schedulers will be provided with a hard copy of such schedules, and the schedules will be posted accordingly.
- c) Each RNFA is responsible for submitting their hours in accordance with Article E-7 to their Director for approval.

Letter of Understanding
Re: Emergency Department Extended Tour Master Schedules (Article E-9)

The parties agree to the following regarding the Emergency Department Extended Tour master schedules:

- a) A day tour shall be defined as a tour commencing prior to 10:00 a.m.
- b) The Hospital will endeavour to schedule fifty percent (50%) of tours on the full-time line as day tours.

Letter of Understanding
Re: Offering Additional Shifts Trial

1. Where the offer of additional shifts is required at straight-time (E-14) or at premium (E-7), the following Trial process shall take place:
 - a) The Hospital will have a form or subsequent electronic options for nurses to submit their preference to be contacted by telephone or by text messaging and the number they wish to be used to contact them.
 - i) It is the obligation of the nurse to submit a change request if they wish to change their preference per a) above. It is understood that the change will become effective upon notification from the manager to the nurse or two (2) weeks, whichever is sooner.
 - ii) The Hospital will collect the information per a) above within three (3) weeks of ratification or award and as required hereafter e.g. new hires, transfers.

- b) Each unit will have a list of the nurses preference and contact number to be used for offering additional shifts.
 - c) The employer will provide a copy of the list to ONA showing the preferences for the nurses of each unit within four (4) weeks of ratification or award and as reasonably requested hereafter.
 - (d) Records will be kept for additional shifts offered whether the offer is by telephone call or text message.
 - (e) For those units that currently do not have an employer provided phone for text messaging shifts, one will be provided by January 31, 2022.
 - (f) Shifts will be offered per the Collective Agreement [E-14 (c) and E-7 (e)]
 - (g) A shift will be deemed to be offered whenever a call is placed or texted and documented as such.
 - (h) Acceptance of a shift must be personally confirmed by the nurse either by telephone call or text message.
 - i) A shift that is further than forty-eight (48) hours in advance, a nurse will have until 10:00 hours the following day to confirm acceptance.
 - ii) For a shift that is between twenty-four (24) and forty-eight (48) hours in advance, the shift will be awarded, after a two (2) hour “window”, to the most senior nurse who indicated their availability.
 - iii) for a shift that is less than twenty-four (24) hours in advance, the shift will be awarded, after a one (1) hour “window”, to the most senior nurse who indicated their availability.
 - iv) If no nurse responds within the “window” per ii and iii above, then the shift will be awarded to the first nurse who responds after the “window”.
 - v) for a shift that is less than two (2) hours in advance, the shift will first be offered to those nurses who indicated availability. The shift will be awarded to the first nurse to respond.
 - vi) Further to v above, if there is no response within fifteen (15) minutes, the Employer can offer the shift to nurses who have not indicated availability. The shift will be awarded to the first nurse to respond.
 - vii) In all cases if a nurse is working the nurse will be offered the shift personally at the same time the Employer offers the shift to others by text message.
2. It is agreed that this process does not change any part of Article E.
 3. Either party may raise concerns with the above process during the trial. In such cases it is agreed that there shall be discussion at the next Labour Management meeting or within two (2) weeks, whichever is sooner.

4. It is agreed that the trial shall remain in effect for the life of the Collective Agreement unless amended by mutual agreement.
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